

# The Odisha Gazette

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GENERAL ADMINISTRATION & PUBLIC GRIEVANCE DEPARTMENT

NOTIFICATION

The 13th October, 2023

**Sub.: Principles for conversion of lease hold land to freehold status by the GA & PG Deptt. with BDA/OSHB.**

No.20232—GAD-CA4-MISC-0007/2019/Gen.—Government after careful consideration have been pleased to formulate the Principles for conversion of lease hold land to freehold status by the GA & PG Deptt. with BDA/OSHB in respect of land leased out by the GA & PG Deptt. in favour of Bhubaneswar Development Authority and Odisha State Housing Board in different points of time for residential purpose in exercise of the power contained in clause-10 of the Odisha Government Land Settlement(Second Amendment) Rules, 2020.

**A. Filing of application:**

BDA/Housing Board is required to apply in the prescribed **Form No. A** before the GA & PG Department indicating the detail particulars of the housing project for conversion of the leasehold plots to freehold status.

**B. Documents to be enclosed in the application form:**

The following documents shall be submitted along with the Application Form.

- (i) Allotment Order
- (ii) Lease Deed
- (iii) Document in support of payment of Premium
- (iv) Detail Hal land schedule duly certified by the Tahasildar.
- (v) Copy of the hal map indicating the gross area and buildable area.
- (vi) Copy of Rent Receipts indicating upto date payment of ground rent, if any.
- (vii) Receipt in support of payment of application fee and measurement fee.
- (viii) Under taking regarding use of the land for housing purpose as per lease condition.

- (ix) Certificate indicating that the land is free from all encumbrances including free from mortgage by BDA/OSHB.

### **C. Fees payable:**

The fees payable at the time of application made for conversion of leasehold land to freehold status shall be as follows:

- i. Application fee :- Rs. 5.000/-
- ii. Measurement fee :- Rs. 1000/-

The amount shall be deposited online through treasury deposit in the proper head of account i.e. **0070-other Administrative Services-60- Others Services-800-Other Receipts-0232-Fees, Fines and Sale Proceeds of Forms for Sale/use of Govt. land at State Capital-02226- Payment of Consent Fee-02228-Fees for Temporary use of Govt. land at State Capital-02229-Fines for delay in deposit of premium on Lease Land/Registration of Lease Deed-02230-Sales proceeds of Application Forms, etc."**

### **D. Conversion fee :**

Conversion fees to be paid by BDA and OSHB has been calculated at 10% of BMV. The amount has been waived out by the Cabinet. The amount shall be indicated in the conveyance deed for the purpose of calculation of registration fee and stamp duty.

BDA & OSHB shall however, realise conversion fee from the allottees at 10% of the BMV in respect of the allotted land as approved by the Cabinet. The amount to be realised by BDA shall be kept in the CIDE constituted under the provisions of "CDP Land & Implementation Policy, 2015". Funds to be realised by OSHB shall be kept in a dedicated ring-fenced account to be created by OSHB for the purpose and H & UD Department will decide the modalities for utilisation of the fund.

### **E. Execution of conveyance deed:**

On receipt of the application from OSHEBTBDA, the matter is to be processed in the relevant lease file. After detail verification and field enquiry, the file shall be processed for approval of the Addl. Chief Secretary/Principal Secretary, GA & PG Department.

### **F. Registration of conveyance deed:**

After approval, OSHB/BDA shall have to submit draft conveyance deed in **Form No. B** for vetting. After vetting, the document shall be transmitted to OSHB/BDA for submission of the final document for execution of the conveyance deed indicating the detail of land particulars and enclosing a copy of the map. After

execution of the document by the Director of Estates, the document shall be transmitted to OSHB/BDA for registration before the concerned Registering Authority under provisions of the Registration Act, 1908.

**G. Payment of Registration fee and Stamp duty:**

Registration fee and Stamp duty shall be deposited by OSHB/BDA as may be decided by the Revenue & Disaster Management Deptt. from time to time.

**H. Freehold order**

After registration of the conveyance deed, BDA/OSHB shall have to deposit the duplicate copy of the conveyance deed to the GA & PG Deptt. On receipt of the registered duplicate conveyance deed, a free hold order shall be issued by the Director of Estates.

**Order:** Ordered that the resolution be published in the Extraordinary issue of the *Odisha Gazette*, ordered also that copies of the resolution be forwarded to all Departments of Government /all Heads of Department/ Vice Chairman, BDA/Secretary, OSHB/ A.G.(A&E), Odisha, Bhubaneswar.

By Order of the Governor  
SURENDRA KUMAR  
Additional Chief Secretary

**FORM-A**

**APPLICATION FORM FOR CONVERSION OF LEASEHOLD PLOTS ALLOTTED IN  
FAVOUR OF THE BHUBANESWAR DEVELOPMENT AUTHORITY/ODISHA STATE  
HOUSING BOARD (BDA/OSHB) FOR RESIDENTIAL PURPOSE WITHIN THE  
BHUBANESWAR MUNICIPAL CORPORATION AREA**

To

The Director of Estates & *Ex Officio*  
Addl. Secretary to Government,  
General Administration & Public Grievance Deptt.,  
Bhubaneswar

<b>Name of the organization</b> :
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1. Name of the applicant :

(a) Designation :

(b) Official Address :

2. Name of the Housing Project :

3. Purpose of lease :

4. Allotment Order No. and Date :

5. Registered Lease Deed No. and Date :

6. Area allotted

(a) Gross area (in acre) :

(b) Buildable area (in acre) :

(c) Buildable area as a percentage of  
gross area :

7. Detail Land Schedule

(a) Drawing Land Schedule  
(As per Lease Deed)

Mouza		P.S.
Drawing No.	Drawing Plot No.	Area
Total		

(b) Revenue Land Schedule  
(As per Lease Deed)

Mouza		P.S.	
Khata No.	Plot No.	Area (In acre)	Kisam
Total			

\*N.B:- In case the Hal ROR is published after the lease deed. submit detail Hal ROR position duly certified by the Revenue Authority ( Tahasildar Addl Tahasildar)

8. (a) Premium Amount :

(b) Amount Deposited :

(c) Deposit Detail :

9. Annual Ground Rent :

10. Present status of the allotted Land :

11. Enclosures
- (i) Allotment Order
  - (ii) Lease Deed
  - (iii) Document in support of payment of Premium
  - (iv) detail Hal land schedule duly certified by the Tahasildar.
  - (v) Copy of the hal map indicating the gross area and buildable area.
  - (vi) Copy of Rent Receipts indicating upto date payment of ground rent, if any.
  - (vii) Receipt in support of payment of application fee and measurement fee.
  - (viii) Undertaking regarding use of the land for housing purpose as per lease condition.
  - (ix) Certificate indicating free from all encumbrances including free from mortgage by BDA/OSHB.

Place :

Date :-

Signature of the Applicant  
with Official Seal

**FORM-B**  
**CONVEYANCE DEED**

(For conversion of leasehold land to freehold in urban areas for house site purpose)

This conveyance made on this .... day of.....between the Governor of Odisha, hereinafter called "The Government" (Which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office and assigns) of the one part and Bhubaneswar Development Authority / Odisha State Housing Board (BDA/OSHB) represented by Shri/Smt..... Designation.....(Official address)..... hereinafter called "the purchaser" (which expression shall unless excluded by or repugnant to the context be deemed to include his/her heirs, administrators, representative and permitted assignees of the other part).

WHEREAS, by a lease Deed dated ...day of.....made between the Government and the "purchaser" on the other part and registered on.....day of in the office of the Sub-Registrar being serial No in Book No. .... Volume No. .... at pages .....to (hereinafter referred to as the said Conveyance Deed) Plot No. .... under Khata No. .... Situated in..... Village..... Tahasil..... District ..... was demised and assured unto the said purchaser herein subject to the limitation, terms and conditions mentioned therein.

AND, WHEREAS, representing that the said lease is still valid and subsisting the said purchaser has applied to the Government to purchase reversionary interest of the Government in the said demised property leased out to him/her under the said lease deed to the extent of its permanent, transferable and heritable rights and the Government has agreed to sell such interest/right of the said demised property subject to the terms and conditions appearing hereinafter.

NOW THIS IDENTURE WITNESSES THAT in consideration of the sum of Rs..... (Rupees.....) paid as conversion fees before the execution hereof (the receipt where of the Government hereby admits and acknowledges), the aforesaid representation and subject to the limitation mentioned hereinafter the Government doth hereby grants, conveys , sells, release and transfers, assigns and assures unto the said purchaser. The right, title and interests,

whatsoever, permanently in respect of the demised land fully described in the Scheduled hereunder.

TO HAVE AND TO HOLD the same unto the purchaser with permanent, heritable and transferable rights, SUBJECT to the exceptions. Reservations, covenants and conditions hereafter contained, that is to say as follows:

1. That the purchaser will have only the exclusive surface rights over the said property.
2. That the Government excepts and reserves unto himself all mines and minerals of whatever nature lying in or under the said property together with full liberty at all times for the Government and its agents and workmen, to enter upon all or any part of the property to search for win, make merchantable, and carry away the said mines and minerals under or upon the said property or any adjoining lands of the Government and to lay down the surface of all or any part of the said property and any building under or hereafter to be erected thereon making fair compensation to the purchaser for damage done unto him thereby , subject to the payment of land revenue or other imposition payable or which may become lawfully payable in respect of said property and to all public rights or easement affecting the same.
3. (a) That notwithstanding execution of the this deed, use of the property in contravention of the provisions of Master Plan/Zonal Development Plan/Lay out plan shall not be deemed to have been condoned in any manner and the Town Planning/Local Urban authorities shall be entitled to take appropriate action for contraventions for relevant provisions in this regard or any other law for the time being in force.  
 (b) Further, that no portion of the land under conversion shall be put to any use other than residential without the prior permission of the Planning Authority/Municipal Authority/Development Authority duly authorized under any law for the time being in force.
4. That the purchaser shall comply with the building, drainage and other bye-laws of the appropriate Municipal or other authorities for the time being in force.
5. That if it is discovered at any stage that this deed has been obtained by suppression of any fact or by any misstatement, misrepresentation or fraud, then this deed shall become void at the option of the Government who shall have the right to cancel this deed and forfeit the consideration paid by the

IN WITNESSES WHERE OF the parties have put their signatures hereunder on the day and the year first above written :

In the presence of witness :

1.

2.

Signed by Shri.....

for and on behalf of the Governor of Odisha

In the presence of witness :

1.

2.

Signed by the purchaser.